



**FOLEY
HOAG LLP**
ATTORNEYS AT LAW



Fax

Date: October 20, 2004

To: U.S. Patent & Trademark Office Fax #: (703) 746-4060 Confirm#:
 Mail Stop Missing Parts

Re: USSN 10/723,522

Attorney Docket No.: G10-1.01

Client Matter#: 24407-001.01

From: Jennifer Holmes Sender's Number: 617-832-1770 User #: 1027
 Total Pages Sent (Including Cover Sheet): 5 Office: Boston

Message

Dear Sir/Madam,

On October 19, 2004 we filed a response to the Notice to File Missing Parts for USSN 10/723,522 by U.S. Mail (mailed to "Mail Stop Missing Parts" via First Class Mail). The response included a **Statement of Facts Submitted by Jennifer Holmes in Support of a Petition Under 37 C.F.R. §1.47**. This Statement of Facts refers to Attachment A which was erroneously omitted from the response as filed. We enclose herewith a copy of Attachment A and request that it be matched with the Response to the Notice to File Missing Parts filed on October 19, 2004 in association with USSN 10/723,522. Should you have any questions regarding this submission, please contact the undersigned at 617-832-1770.

Sincerely,

Jennifer Holmes
 Patent Agent
 Foley Hoag, LLP
 617-832-1770

RECEIVED
 OCT 21 2004
 OIPE/JCWS

IMPORTANT - PLEASE READ

THE INFORMATION CONTAINED IN THIS FAXIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

IF THERE ARE ANY PROBLEMS WITH THIS TRANSMISSION PLEASE TELEPHONE THE SENDER.

Seaport World Trade Center West / 155 Seaport Blvd. / Boston, MA 02210-2600 / TEL: 617.832.1000 / FAX: 617.832.7000
 Foley Hoag LLP BOSTON WASHINGTON DC

PAGE 1/5 * RCVD AT 10/20/2004 2:48:09 PM [Eastern Daylight Time]* SVR:USPTO-EXRF-2/2 * DNI:7464060 * CSID:617 832 7000 * DURATION (mm:ss):02:12

ATTACHMENT A

U.S.S.N. 10/723,522

Statement of Facts Submitted by Jennifer Holmes
in Support of a Petition Under 37 C.F.R. §1.47

Jennifer K. Holmes, Ph.D.
Patent Agent
Boston Office
817.832.1770
jholmes@foleyhoag.com

OCT 20 2004
September 22, 2004

Mr. Eric Glemet
4 rue Moliere
Courbevoie, FRANCE
92400

Re: Declaration for Patent Application
Entitled: *Systems and Methods for Sequence Comparison*
Filed: November 26, 2003
By: Codani et al.
Assignee: Gene-IT
Our Reference: GIO-1.01

Dear Mr. Glemet:

Enclosed please find copies of the patent application entitled "Systems and Methods for Sequence Comparison," which lists you as an inventor based on your work as an employee of Gene-IT and a Declaration for Patent Application relating to this application.

We request that you review the enclosed Application and sign and date the Declaration document where indicated. Upon execution of the documents, please return them in the enclosed prepaid FedEx envelope. As time is of the essence in the prosecution of this Application, please return the executed documents to us by October 6, 2004.

If you are being represented by counsel, we would be happy to provide a copy of the enclosed documents to him or her. Please provide us with his name and address if you would like us to do this.

Your anticipated courtesy and cooperation in this matter is greatly appreciated.

Sincerely,

Jennifer K. Holmes

Enclosures

cc: Ronald Ronauro (w/o enclosures)
Jean-Jacques Codani, Ph.D. (w/o enclosures)

FMBOSTON1108853.1

Seaport World Trade Center West / 155 Seaport Blvd. / Boston, MA 02210-2800 / TEL: 817.832.1000 / FAX: 817.832.7000
Foley Hoag LLP BOSTON WASHINGTON DC

PAGE 2/5 * RCVD AT 10/20/2004 2:48:09 PM [Eastern Daylight Time] * SVR:USPTO-EXRF-2/2 * DNI:7464060 * CSID:617 832 7000 * DURATION (mm:ss):02:12

FedEx | Ship Manager | Label 7920 9556 7210

From: Origin ID: BVYA (617) 988-3584
 Patricia Henderson
 Foley Hoag LLP
 155 Seaport Boulevard

Boston, MA 02210
 UNITED STATES

SHIP TO: 6179883584 BILL SENDER
 Eric Glemet

4 rue Moliere

Courbevoie, 92400

FR



Ship Date: 22SEP04
 Actual Wgt: 1 LB
 System#: 4794442/INET1900
 Account#: S *****



Total Weight: 1 LB

REF:
 DESC-1: legal documents
 DESC-2:
 DESC-3:
 DESC-4:
 SED: NDR0.55(h)
 COUNTRY MFG:
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 0.00 USD
 T/C: S 002141400 D/T: S 002141400
 SIGN: Patricia Henderson
 EIN/VAT:

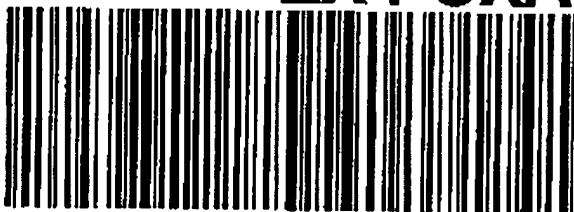
INTL PRIORITY PAK

TRK# 7920 9556 7210 FORM 0430

CDG AM

92400 -FR

ZX POXA



These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to United States law prohibited.
 The Warsaw Convention may apply and will govern and in those cases limit the liability of Federal Express for loss or delay of carriage to your shipment. Subject to the conditions of the contract.

CONSIGNEE COPY - PLEASE PLACE IN POUCH

Shipping Label: Your shipment is complete. This shipping label constitutes the air waybill for this shipment.
 1. Use the "Print" feature from your browser to send this page to your laser or inkjet printer. Fold the printed page along the horizontal line.

2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On the Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items bonded by you utilizing our automated systems, masters, manifests or waybills. The term "air carriage" means all packages which are tendered to and accepted by us on a single Air Waybill. **AIR CARRIAGE NOTICE.** For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability for damage in the U.S. liability is limited to \$9.07 per pound (205 per kilogram), unless a higher value for carriage or shipping charges which are agreed to and FedEx reserves the right to route the shipment in any way. FedEx deems appropriate. **ROAD TRANSPORT NOTICE.** Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of this CMR and this Air Waybill, the terms of the CMR shall prevail. **LIMITATION OF LIABILITY.** If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may be liable for damage to your cargo if you are not in compliance with the applicable laws and regulations. FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **LIABILITIES NOT ASSUMED.** IN AN EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions. **Interest in the shipment or visibility.** by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, acts of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS.** FOR DETAILS, The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient signs and sealing must be made available to us for inspection. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, or regulations, or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect the validity of the rest of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38122, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

Page 1 of 1

Track Shipments **Detailed Results**

?

Tracking number	792095567210	Delivered to	Recipient
Signed for by	M.GLEMET	Delivery location	COURBEVOIE FR
Ship date	Sep 22, 2004	Service type	Priority Pak
Delivery date/time	Sep 24, 2004 9:47 am		



Date/Time	Status	Location	Comments
Sep 24, 2004	9:47 am Delivered	COURBEVOIE FR	
	8:32 am On FedEx vehicle for delivery	GENNEVILLIERS FR	
	6:59 am Arrived at FedEx Destination Location	GENNEVILLIERS FR	
Sep 23, 2004	10:55 pm Left FedEx Sort Facility	PARIS FR	
	9:05 pm Package status	PARIS FR	
	9:05 pm Package status	PARIS FR	Package available for clearance Released for Delivery
	9:05 pm Arrived at Sort Facility	PARIS FR	
	8:29 pm Arrived at FedEx Ramp	ROISSY FR	
	8:02 pm Left FedEx Sort Facility	ROISSY FR	
	5:29 am Left FedEx Sort Facility	NEWARK NJ	
	2:59 am Left FedEx Sort Facility	NEWARK NJ	
Sep 22, 2004	10:31 pm Left FedEx Ramp	EAST BOSTON MA	
	8:36 pm Arrived at FedEx Ramp	EAST BOSTON MA	

Signature proof | Track my shipments

Email your detailed tracking results (optional)

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click **Send email**.

From
To

Add a message to this email.



Send email